

10-23-2003

10-23-03

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼



102582225

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Applied Extrusion Technologies, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: IP Security Agreement dated 10/3/03

## 2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 401 Merritt Seven, 2nd Floor

City: Norwalk State: CT Zip: 06856

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/391,649,  
 76/369,396, 76/369,218

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky &  
 Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

## 6. Total number of applications and registrations involved: \_\_\_\_\_

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Marianne F. Taras

Name of Person Signing

Signature

October 21, 2003

Date

Total number of pages including cover sheet, attachments, and document: 19

10/23/2003 6TON11

00000025 76391649

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

01 FC:0521  
 02 FC:0522

40.00 OP  
 375.00 OP

TRADEMARK  
 REEL: 002849 FRAME: 0648

**CONTINUATION OF ITEM # 4 ON TRADEMARK RECORDATION COVER SHEET****OWNER: Applied Extrusion Technologies, Inc.**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg. No./Appl. No.</b>	<b>Reg. Date/File Date</b>
United States	AET	2,188,748	9/15/98
United States	AET (Stylized)	2,188,747	9/15/98
United States	BX	2,319,223	2/15/00
United States	BXT	1,490,169	5/31/88
United States	MIRAGE	2,107,363	10/21/97
United States	OPPTIMUM & DESIGN	1,503,914	9/13/88
United States	OPPTIWRAP	1,854,187	9/13/94
United States	PROPONITE	1,278,028	5/15/84
United States	QLAM	2,134,591	2/3/98
United States	RAP	1,694,378	6/16/92
United States	SYNCARTA	2,731,632	7/1/03
United States	VISION	2,057,521	4/29/97
United States	WTF	1,586,756	3/13/90
United States	HOTR*	76/391,649	4/4/02
United States	TOPPCURE*	76/369,396	2/11/02
United States	TOPPCURE*	76/369,218	2/11/02

\* Listed on Recordation Cover Sheet

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of October 3, 2003, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among APPLIED EXTRUSION TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), the other Credit Parties signatory thereto, General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff exercisable if any Event of Default has occurred and is continuing, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include (1) any Licenses if the granting of a security interest therein is prohibited by or otherwise would materially breach the terms of such License (each such License being hereinafter referred to as an "Excluded License"); provided, however, that (x) Grantor shall use its commercially reasonable best efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in each such Excluded License by Grantor to Agent, that is material to the operation of the Grantor's business or to the extent required by Agent, (y) Grantor shall not on and after the Closing Date acquire any additional Licenses which contain any such prohibition, which are, either individually or in the aggregate, material to the operation of Grantor's business, and (z) the foregoing exclusion shall in no way be construed so as to apply with respect to any such Excluded License once any such applicable prohibition is no longer in effect.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any

Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Except with respect to Patents, Trademarks and Copyrights registered under laws other than the United States and Canada, the validity, perfection of which is not governed by the laws of the United States or Canada (the "Foreign Intellectual Property"), this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights other than the Foreign Intellectual Property and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms that the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any

obligee of the Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an “Additional Grantor”), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. In connection with any termination or release pursuant to this Intellectual Property Security Agreement, the Agent shall, at Grantor’s expense, execute and deliver to Grantor, all documents that such Grantor shall reasonably request to evidence such termination or release.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**APPLIED EXTRUSION TECHNOLOGIES,  
INC.**

By: Brian P. Crescenzo

Name: Brian P. Crescenzo

Title: VP Finance, Secretary and Treasurer

**APPLIED EXTRUSION TECHNOLOGIES  
(CANADA), INC.**

By: Brian P. Crescenzo

Name: Brian P. Crescenzo

Title: VP Finance, Secretary and Treasurer

Acknowledged and Agreed

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By: \_\_\_\_\_

Name:

Its: Duly Authorized Signatory



IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**APPLIED EXTRUSION TECHNOLOGIES,  
INC.**

By: \_\_\_\_\_

Name:

Title:

**APPLIED EXTRUSION TECHNOLOGIES  
(CANADA), INC.**

By: \_\_\_\_\_

Name:

Title:

Acknowledged and Agreed

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By: 

Name: NITIN SHARMA

Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE ) ss.

On this 2 day of October \_\_, 2003 before me personally appeared  
Brian P. Crescenzo, proved to me on the basis of satisfactory evidence to be the person  
who executed the foregoing instrument on behalf of each of APPLIED EXTRUSION  
TECHNOLOGIES, INC. and APPLIED EXTRUSION TECHNOLOGIES (CANADA), INC.,  
who being by me duly sworn did depose and say that he is an authorized officer of said  
corporation, that the said instrument was signed on behalf of said corporation as authorized by its  
Board of Directors and that he acknowledged said instrument to be the free act and deed of said  
corporation.

*Diana L. Mitchell*  
Notary Public

{seal}

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Grantor	Jurisdiction	Patent	Reg. No.	Date
Applied Extrusion Technologies, Inc.	USPTO	Metallizable Polypropylene Film	4604322	8/5/86
	USPTO	Metallizable Polypropylene Film	4692380	9/8/87
	USPTO	Heat Sealable Microporous Polypropylene Films	4734324	3/29/88
	USPTO	Modified Polyolefin Film with Stable Twist Retention, Dead Fold Properties, and Barrier Characteristics	5128183	7/7/92
	USPTO	Biaxially Oriented Polypropylene White Film	5425996	6/20/95
	USPTO	Biaxially Oriented Polypropylene Metallized White Film for Cold Seal Applicators	5443915	8/22/95
	USPTO	Heat Sealable Shrink Laminate	5460878	10/24/95
	Europe		5,952,700	10/26/93
	USPTO	Polypropylene Film with Cold Seal Release and Cold Seal Receptive Surfaces	5482780	1/9/96
	USPTO	Biaxially and Monoaxially Oriented Polypropylene Cold Seal Release Film	5489473	2/6/96
	USPTO	Polyester-Containing Biaxially Oriented Polypropylene Films and Method of Making Same	5637366	6/10/97
	USPTO	Biaxially Oriented Polypropylene Cold Seal Release Film	5792549	8/11/98
	USPTO	Biaxially and Monoaxially Oriented Polypropylene Cold Seal Release Film	5798174	8/25/98
	USPTO	Shrink Films and Articles Including the Same	5851610	12/22/98
	USPTO	Biaxially Oriented Polypropylene Aroma Barrier Film	5885703	3/23/99
	USPTO	Biaxially Oriented Polypropylene with Cold Seal Release Surface	5985426	11/16/99
	USPTO	Biaxially Oriented Polypropylene Films Having Matte-Finish and Improved cold Seal Receptivity	6022612	2/8/00

Grantor	Jurisdiction	Patent	Reg. No.	Date
	USPTO	Metallized Films	6033786	3/7/00
	USPTO	Biaxially Oriented Polypropylene Films	6033514	3/7/00
	USPTO	Biaxially Oriented Polypropylene Films with Improved Cold Seal Receptive Surfaces	6074731	6/13/00
	USPTO	Films	6139930	10/31/00
	USPTO	Biaxially Oriented Film Prepared from Metallocene Catalyzed Polypropylene	6165599	12/26/00
	USPTO	Polyester-Containing Biaxially Oriented Polypropylene Films	6221191	4/24/01
	USPTO	Polypropylene Film Suitable for Use in In-Mold Labeling Process	6228316	5/8/01
	USPTO	Films Based on Three Component Polyolefin Blend	6232402	5/15/01
	USPTO	Polypropylene Blends and Films Prepared Therefrom	6268062	7/31/01
	USPTO	Barrier Films Based on Blends of Polypropylene and Ethylene-Vinyl Alcohol Copolymer	6313114	11/13/01
	USPTO	Polyolefin Films Suitable for Institutional Applications	6410136	6/25/02
	USPTO	High OTR Polyolefin Films	6485817	11/26/02
	USPTO	Slip Agents and Polypropylene Films Prepared Therefrom	6497965	12/24/02
	USPTO	Label Method Employing Radiation Curable Adhesive	6514373	2/4/03
	USPTO	Polyolefin films Based on Blends of Polypropylene and Olefin Heteropolymers	6514625	2/4/03
	USPTO	Labeling Method Employing Radiation Curable Adhesive	6517661	2/11/03
	USPTO	Ultraviolet Labeling Apparatus and Method	6551439	4/22/03
	USPTO	Holographic Transfer Film	6558788	5/6/03
	Belgium		1,214,203	6/19/02
	Germany		1,214,203	6/19/02
	Europe		1,241,203	6/19/02
	Spain		1,214,203	6/19/02
	France		1,214,203	6/19/02
	UK		1,214,203	6/19/02
	USPTO	Polyester-Containing Biaxially Oriented Polypropylene Films	6607834	8/19/03
	Mexico	Controlled Atmosphere Package	169153	6/23/93

Grantor	Jurisdiction	Patent	Reg. No.	Date
	Canada	Process for Producing Shrink Film and Resultant Shrink Film Layers and Laminates	2060778.5	2/6/92
	Canada	Biaxially Oriented Polypropylene Metallized White Film	2,117,575	8/24/94
	Canada	Metallized Films	2,233,004	9/26/96

## II. PATENT APPLICATIONS

Grantor	Jurisdiction	Patent	Application No.	Date
Applied Extrusion Technologies, Inc.	Europe	High OTR Polyolefin Films	9993597.2	7/28/99
	U.S.		09/141,291	8/27/98
	U.S.	Multilayer Oriented Film Containing Polypropylene and Co-Polyester	08/973,813	11/9/92
	Canada	Holographic Transfer Film	2,378,696	7/28/00
	Canada Europe Mexico U.S.	Holographic Films	2,394,629	12/20/00
			00986600.5	6/17/02
			PA/a/2002/006112	12/20/00
			09/741,116	12/20/00
	Canada	Films	2,125,891	6/15/94
	Mexico	Process for Producing Shrink Film and Resultant Shrink Film Layers and Laminates	9200534	2/7/92
	Mexico	Heat Sealable Shrink Laminate	936656	New
	Canada		2,109,150	10/25/93
	Mexico	High Shrinkage Copolymer Film	971781	3/7/97
	Canada	Metallizable White Opaque Films, Metallized Films Made Therefrom and Labels Made From Metallized Films	2,200,458	2/7/01
	Europe		01912704.2	2/7/01
	Mexico		PA/a/2002/007666	2/7/01
	U.S.		09/778,325	2/7/01

Grantor	Jurisdiction	Patent	Application No.	Date
	Europe	Films Based on Three Component Polyolefin Blend	00975293.2	10/19/00
	Australia	Labeling Apparatus and Method Employing Radiation Curable Adhesive	2001275318	6/6/01
	Brazil		PI0111502-2	12/6/02
	Canada		2,412,391	6/6/01
	Europe		01942019.9	6/6/01
	Mexico		PA/a/02/0121	12/6/02
	U.S.		10/346,318	1/17/03
	U.S.		10/346,905	1/17/03
	U.S.	Polyolefin Films Based on Blends of Polypropylene – Case 98	09/234,745	1/21/99
	Canada	Films Based on Three Component Polyolefin Blend	2,388,160	10/19/00
	U.S.	Biaxially Oriented Polyolefin Slip Films w/Improved Flatness and Adhesion Properties	09/916,053	7/26/01
	U.S. WIPO		10/008,148 PCT/US01/12818	11/8/01 4/23/02
	Canada  WIPO	Novel Slip Agents and Polypropylene Films Prepared Therefrom	2,362,039  PCT/US99/02375	2/3/99  2/3/99
	U.S.	Biaxially-Oriented Polypropylene Films Containing A Non-Crystallable, Amorphous Polyester Layer, etc.	10/075,683	2/14/02
	U.S.  WIPO	Cold Seal Release Film with Improved Scuff Resistance	10/141,258  PCT/US03/08065	5/8/02  3/19/03
	Canada	Biaxially-Oriented Polypropylene Films	2,189,563	3/8/95
	Canada  WIPO	Polyester-Containing Biaxially Oriented Polypropylene Films and Method of Making Same	2,196,693  PCT/US96/09420	6/7/96  6/7/96

Grantor	Jurisdiction	Patent	Application No.	Date
	U.S.	Urethane Based Coating Applied In-Line for Improved Ink Adhesion	60/457,473	3/25/03
	U.S.	Methods of Making Highly Oriented, Opaque, Microporous Polyolefin Films and the Films Made Thereby	60/468,846	5/8/03
	U.S.	High OTR Films Made From Homopolymer Polypropylene and 1-Butene/Ethylene Copolymer Blends	10/437/484	5/14/03
	Mexico	Polyolefin Films Suitable for Institutional Applications	PA/a/2002/004943	10/10/00

### III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
----------------	--------------------------	--------------------------	----------------

None.

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Grantor	Jurisdiction	Trademark	Reg. No.	Reg. Date
Applied Extrusion Technologies, Inc.	United States	AET	2,188,748	9/15/98
	United States	AET (Stylized)	2,188,747	9/15/98
	United States	BX	2,319,223	2/15/00
	Canada		2,243,355	11/25/77
	France		1,383,009	12/5/86
	Italy		871,946	7/5/02
	United States	BXT	1,490,169	5/31/88
	Benelux		0652921	1/10/00
	Brazil		006695868	5/25/78
	China		1,093,933	9/7/97
	France		1383010	3/7/97
	Italy		871945	7/5/02
	United States	MIRAGE	2,107,363	10/21/97
	Canada	OPPTICOAT	737358	4/9/98
	Canada	OPPTIMUM	357208	6/16/89
	United States	OPPTIMUM & DESIGN	1,503,914	9/13/88
	United States	OPPTIWRAP	1,854,187	9/13/94
	Canada		416460	9/3/93
	United States	PROPONITE	1,278,028	5/15/84
	Canada		357207	6/16/89
	United States	QLAM*	2,134,591	2/3/98
	United States	RAP*	1,694,378	6/16/92
	United States	SYNCARTA	2,731,632	7/1/03
	Mexico		769,207	11/19/02
	Argentina	TOPPCURE	1,929,856	6/2/03
	Argentina		1,929,857	6/2/03
	Mexico		558,687	10/30/02
	Mexico		765,640	10/30/02
	United States	VISION	2,057,521	4/29/97
	Argentina		1,692,160	10/1/98
	Australia		729,288	3/6/97
	Canada		491,307	3/12/98
	China		1,186,201	6/27/98
	Columbia		2,051,153	1/28/98
	EU		180,244	6/16/96
	Israel		110818	6/5/98
	Mexico		557,166	5/14/97
	Peru		039,439	6/20/97
	Venezuela		12961-S	6/2/00



Grantor	Jurisdiction	Trademark	Reg. No.	Reg. Date
	United States	WTF (Case 8)	1,586,756	3/13/90

\* Owned by AET, Inc. but not recorded.

## II. TRADEMARK APPLICATIONS

Grantor	Jurisdiction	Trademark	App. No.	File Date
Applied Extrusion Technologies, Inc.	United States	HOTR	76/391,649	4/4/02
	EU	SYNCARTA	2891141	10/15/02
	Brazil		825058023	10/15/02
	Argentina		2,395,617	10/22/02
	Australia		930,627	10/22/02
	Canada		1,156,500	10/21/02
	United States	TOPPCURE	76/369,396	2/11/02
	United States		76/369,218	2/11/02
	Australia		921826	8/9/02
	Brazil		824840011	8/1/02
	Brazil		824840003	8/1/03
	Canada		1,148,231	8/9/02
	Philippines		420020006422	8/2/02
	Philippines		420020006421	8/2/02
	South Africa		2002110667	9/29/02
	South Africa		200211066	7/29/02
	Venezuela		12115	8/6/02
	Venezuela		12114	8/6/02

## III. TRADEMARK LICENSES

None.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Grantor	Jurisdiction	Copyright	Reg. No.	Reg. Date
Applied Extrusion Technologies, Inc.	United States	Sof rod.	TX -3-079-191	4/29/91

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

**EXHIBIT A**

**COUNTERPART TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This counterpart, dated \_\_\_\_\_, [200\_\_], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of October [\_\_], 2003 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Applied Extrusion Technologies, Inc and Applied Extrusion Technologies (Canada), Inc., as Grantor and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title: